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8 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 LAKEWOOD SHORES
HOMEOWNERS ASSOCIATION,

11 Plaintiff,

12 v.

13 CONTINENTAL CASUALTY
14 COMPANY, et al.,

15 Defendants.
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CASE NO. C18-1353-MJP

ORDER BARRING CLAIMS BY
NON-SETTLING INSURERS

17 THIS MATTER comes before the Court on Defendants Continental Casualty Company,
18 Eagle West Insurance Company, and Great Lakes Insurance SE (collectively, the “Settling
19 Defendants”)’ Motions for an Order Barring Claims by Non-Settling Insurers. (Dkt. Nos. 45,
20 49.) The Motions are joined by Plaintiff Lakewood Shores Homeowners Association
21 (“Lakewood Shores”). (Dkt. No. 53.) No opposition was filed by Defendants Indian Harbor
22 Insurance Company and Certain Underwriters at Lloyd’s London (collectively, the “Non-Settling
23 Defendants”).
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1 Having reviewed the Motions and the related record, the Court GRANTS the Motions
2 and ORDERS as follows: The Court has reviewed the settlement agreements between
3 Lakewood Shores and each of the Settling Defendants. (See Dkt. No. 46, Ex. 1; Dkt. No. 47, Ex.
4 1; Dkt. No. 50, Ex. A.) The Court finds that the terms of these agreements are reasonable and
5 the interests of Non-Settling Defendants are adequately protected. See King County v. Travelers
6 Indem. Co., Case No. 14-1957BJR, 2018 WL 1792189, at *2 (W.D. Wash. Apr. 16, 2018);
7 Franklin v. Kaypro Corp., 884 F.2d 1222, 1225 (9th Cir. 1989)).

8 Accordingly, any claims for contribution, allocation, subrogation, equitable indemnity,
9 and any other cause of action related to Lakewood Shores brought by the Non-Settling
10 Defendants against the Settling Defendants are hereby barred.

11 The clerk is ordered to provide copies of this order to all counsel.

12 Dated March 18, 2019.

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15 Marsha J. Pechman
16 United States District Judge
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